

Docket No.: 101896-232  
(PATENT)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Patent Application of:

Frank Scott Bono et al.

Application No.: 10/828,508

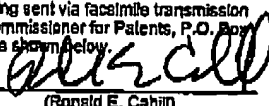
Filed: April 20, 2004

For: LOCKING CAP ASSEMBLY FOR SPINAL  
FIXATION INSTRUMENTATION

Confirmation No.: 4285

Art Unit: 3733

Examiner: Michael J. Araj

I hereby certify that this correspondence is being sent via facsimile transmission to (571) 273-8800: Mail Stop Amendment, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.  
Dated: February 16, 2006 Signature:   
(Ronald E. Cahill)

Mail Stop Amendment  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**TERMINAL DISCLAIMER**

Dear Sir:

The undersigned is attorney of record for the assignee of the above-identified application. DePuy Acromed, Inc. certifies that it is the owner of 100% interest in the above identified continuation patent application, as evidenced by the attached assignment of the parent, said assignment having been recorded in the U.S. Patent and Trademark Office on September 22, 2000 at Reel 011112, Frame 0487.

The owner hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. 154 to 156 and 173, as presently shortened by any terminal disclaimer, of prior U.S. Patent No. 6,755,829. The owner hereby

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agrees that any patent that is granted on the above-identified application shall be enforceable only for and during such period that it and the above listed patent are commonly owned. This agreement runs with any patent granted on the above-identified application and is binding upon the grantee, its successors or assignees.

In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the above-identified application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminate prior to the expiration of its full statutory term.

The Director is hereby authorized to charge the statutory fee of \$130.00 and any deficiency in the fees filed, asserted to be filed or which should have been filed herewith (or with any paper hereafter filed in this application by this firm) to our Deposit Account No. 141449, under Order No. 101896-232. A duplicate copy of this paper is enclosed.

Dated: February 16, 2006

Respectfully submitted,

By 

Ronald E. Cahill

Registration No.: 38,403

NUTTER MCCLENNEN &amp; FISH LLP

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Attorneys for Applicant

1486340.1



UNITED STATES DEPARTMENT OF COMMERCE  
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NOVEMBER 17, 2000

PTAS

NUTTER, MCCLENNEN & FISH, LLP  
MICHAEL I. FALKOFF, ESQ.  
ONE INTERNATIONAL PLACE  
BOSTON, MA 02110-2699



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UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 09/22/2000

REEL/FRAME: 011112/0487  
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

BONO, FRANK SCOTT

DOC DATE: 09/12/2000

ASSIGNOR:

ROSS, GEORGE JOSEPH

DOC DATE: 09/12/2000

ASSIGNOR:

SICVOL, CHRISTOPHER WERNER

DOC DATE: 09/12/2000

ASSIGNOR:

BURGESS, IAN

DOC DATE: 09/12/2000

ASSIGNEE:

DEPUY ACROMED, INC.  
325 PARAMOUNT DRIVE  
RAYNHAM, MASSACHUSETTS 22767

SERIAL NUMBER: 09667937

PATENT NUMBER:

FILING DATE: 09/22/2000  
ISSUE DATE:

011112/0487 PAGE 2

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KIMBERLY WHITE, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

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09/29/00  
09/29/00

To the Assistant Commissioner for Patents: Please record the attached original documents or a copy thereof.

## 1. Name of conveying parties:

Frank Scott Bono

George Joseph Ross

Christopher Werner Sicvol

Ian Burgess

## 2. Name and address of receiving party:

Name: DePuy AcroMed, Inc.

Street: 325 Paramount Drive

City: Raynham

State: Massachusetts

Zip: 22767

Additional name(s) of conveying party(ies) attached?

Yes No X

## 3. Nature of conveyance:

X Assignment

\_\_\_ Merger

\_\_\_ Security Agreement

\_\_\_ Change of Name

\_\_\_ Other

Additional name(s) &amp; address(es) attached?

Yes \_\_\_ No X

09667937

Execution Date: September 12, 20004. Application number(s) or patent number(s): (If this document is being filed together with a new application, the execution date of the application is:) September 12, 2000

A. Patent Application No:

B. Patent No(s): [Patent No(s)]

Additional numbers attached?

\_\_\_ Yes X No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Atty. Name: Michael I. Falkoff, Esq.

Firm Name: Nutter, McClennen &amp; Fish, LLP

Street Address: One International Place

City/State: Boston, MA

Zip Code: 02110-2699

Direct Dial No. (617) 439-2879

Direct Fax No. (617) 310-9879

6. Total number of applications and patents involved? 1

## 7. Total fee (37 CFR 3.41)

\$40.00

X Enclosed\_\_\_ Authorized to be charged to  
Deposit Account No. 1414498. Deposit Account No. 141449 (Attach  
duplicate copy of this page if paying by  
deposit account)

DO NOT USE THIS SPACE

## 9. Statement and signature

(To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.)

Michael I. Falkoff

Name of Attorney

Signature

Date

09/28/2000 09:00:15 09667937

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Total number of pages including cover sheet: 3

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**ASSIGNMENT**

Whereas we, the undersigned, Frank Scott Bono, George Joseph Ross, Christopher Werner Sievol and Ian Burgass have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled, **LOCK CAP FOR SECURING ROD TO SPINAL SCREW/EYE**, identified as Attorney Docket No. 101896-10, which application or a copy thereof was executed by us of even date herewith and is about to be filed in the United States Patent and Trademark Office;

Whereas, DePuy AcroMed, Inc., a corporation of Massachusetts having a place of business at 325 Paramount Drive, Raynham, MA 22767 and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited;

Now, therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer and convey to Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, reissue, re-examination and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, provisional application and said Letters Patent;
2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;
4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

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Attorney Docket No. 101896-10

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have executed this Assignment as an instrument under seal on the dates indicated next to our names.

Dated: 9/12/00

Frank Scott Bono  
Frank Scott Bono

Dated: 9-12-00

George Joseph Ross  
George Joseph Ross

Dated: 9-12-00

Christopher Werner Sicvol  
Christopher Werner Sicvol

Dated: 9-12-00

Ian Burgess  
Ian Burgess

### NOTARIAL CERTIFICATE

Commonwealth of Massachusetts  
County of Bristol

Before me appeared Frank Scott Bono, George Joseph Ross, Christopher Werner Sicvol and Ian Burgess to me known and known to me to be the persons described in and who executed the foregoing instrument, and each acknowledged the same to be his free act and deed.

Date: 9/12/00

Karen M. Day  
Notary Public

My Commission Expires:

[seal]

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